

Doc # 2007165888
Page 1 of 7
Date: 04/27/2007 03:00P
Filed by: JOHN CRUMPACKER
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$38.00

RETURN TO:

Alexander Mecl
3858 Carson Street, Suite 220
Torrance, CA 90503

EASEMENT FOR ACCESS AND UTILITIES

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose and shall not affect the intent of any warranty contained in the document itself.

Reference number(s) of related document: _____

Grantor: (1) WINE SPRING, LLC

Grantee: (1) SIXTY SIX ACRES, LLC

Abbreviated Legal Description: (307) Lots 2, 7, 10, 14 and 15 SEELEY SUBDIV; Ptn of Lot 9 SEELEY SUBDIV; Ptn of Govt Lot 2 and W1/2 W1/2 SW1/4 SE1/4 NW1/4, Sec. 19, T3N, R10 EWM; (308) Secs. 19 and 24, T3N, R10 EWM E1/2 E1/2 SE1/4 SE1/4, Sec. 24; Ptn of Lot 9, SEELEY SUBDIV; (309) Lots 1 and 8, SEELEY SUBDIV, Section 19, Township 3 North, Range 19, EWM

Complete legal descriptions are on page 2 and 3 of this document.

Assessor's Tax Parcel ID No.: 03101900030700; 03101900030706; 03101900030800; 03101900030803; and 03101900030900

DATE: April 26, 2007

GRANTOR: (1) WINE SPRING, LLC
a Washington limited liability company

GRANTEE: (1) SIXTY SIX ACRES, LLC
a Washington limited liability company

BENEFITTED PARCEL:

Skamania County Assessor's Tax Parcel Nos. 03101900030700 and 03101900030706 (TL 307 as shown on Exhibit B attached hereto)

A parcel located in Section 19, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, Washington, more specifically described as:

Lots 2, 7, 10, 14 and 15, SEELEY SUBDIVISION, recorded in Book "A" of plats, page 32, records of Skamania County, Washington and that portion of Lot 9 of said SEELEY SUBDIVISION South of the centerline of the Cook Underwood Road. EXCEPT the Northeast quarter of Lot 7.

That portion of the South half of Government Lot 2 of Section 19 East of a tract of land conveyed to Broughton Lumber Company by deed dated July 16, 1952, and recorded July 24, 1952, at page 342 of Book 35 of Deeds, under Auditor's File No. 44316, records of Skamania County, Washington;

The West half of the West half of the Southwest quarter of the Southeast quarter of the Northwest quarter of Section 19, Skamania County, Washington.

EXCEPT County roads.

BURDENED PARCELS:

Skamania County Assessor's Tax Parcel Nos. 03101900030800; 03101900030803 (TL 308 as shown on Exhibit B attached hereto):

A parcel located in Section 19 of Township 3 North, Range 10 East and Section 24 of Township 3 North, Range 9 East of the Willamette Meridian, Skamania County, Washington, more specifically described as:

The East half of the East half of the Southeast quarter of the Southeast quarter of Section 24;
EXCEPT County roads.

The portion of Lot 9 of the SEELEY SUBDIVISION recorded in Skamania County, Volume A of Plats, page 32, lying North of the centerline of Cook Underwood Road.

EXCEPT County roads.

Skamania County Assessor's Tax Parcel No. 03101900030900 (TL 309 as shown on Exhibit B attached hereto):

Lot 1 and Lot 8, SEELEY SUBDIVISION, according to the plat thereof, recorded in Book "A" of plats, page 32, records of Skamania County, Washington.
EXCEPT County roads.

GRANT OF EASEMENTS

GRANTOR for and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby grants and conveys to GRANTEE, its successors and assigns, access and utility easements ("Easements") in, under, upon, about, over and through the BURDENED PARCELS as follows:

1. Nature and Location of Easements. The Easements granted herein by GRANTOR shall be permanent easements for the benefit of GRANTEE for the purposes of installing, laying, constructing, maintaining, inspecting, repairing, replacing, renewing, using and operating an access road and utility lines (including water lines, electrical lines and telecommunications lines), in, under, upon, about, over and through the BURDENED PARCELS as legally described above. Such Easements are legally described on *Exhibit "A"* and are graphically described and depicted on *Exhibit "B"*, both of which are attached hereto and incorporated herein by this reference.
2. Access Easement. GRANTOR also hereby dedicates, conveys and grants to GRANTEE a permanent non-exclusive right of access for ingress and egress over and through the Easements for all purposes set forth herein.
3. Right of Entry. GRANTEE shall have the right, without notice and without prior institution of any suit or proceeding at law or equity, at all times as may be necessary to enter upon the BURDENED PARCELS to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate the access road and utility lines. GRANTEE agrees to restore the BURDENED PARCELS as nearly as reasonably possible to their condition prior to any material disturbance from construction, operation, maintenance, repair, or replacement of the access road or utility lines.

4. Encroachment/Construction Activity. GRANTOR shall not undertake, authorize, permit or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity on or near the Easements which might in any fashion unearth, undermine, or damage the access road or utility lines or endanger the lateral or other support of the access road or utility lines without GRANTEE'S prior written approval. GRANTOR further agrees that no structure or obstruction including, without limitation, fences and rockeries shall be erected over, upon or within the Easements, and no trees, bushes or other shrubbery shall be planted or maintained within the Easements, provided GRANTOR shall have full use of the surface of the BURDENED PARCELS within the Easements, so long as such use does not interfere with the Easements, access road or the utility lines.

5. Binding Effect. The Easements and the covenants, terms, and conditions contained herein shall be binding upon the parties hereto, their heirs, successors and assigns and shall constitute a covenant running with the land. Nothing herein shall limit the right of the parties from entering into further agreements with respect to the easements, including the repair and maintenance thereof.

EXECUTED as of the date and year first above written.

WINE SPRING, LLC
a Washington limited liability company

By:

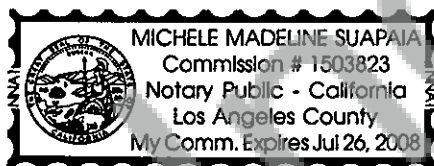

Alexander S. Mecl, Manager

STATE OF CALIFORNIA)
County of Los Angeles) ss.

On this day personally appeared before me **ALEXANDER S. MECL**, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entities upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26 day of April, 2007.

[SEAL]



NOTARY PUBLIC in and for the state
of California, residing at Los Angeles
My appointment expires July 16, 2007

**EXHIBIT A TO
EASEMENT FOR ACCESS AND UTILITIES**

A thirty foot (30') easement for ingress, egress and utilities, fifteen feet (15') on either side of the below described centerline located in Section 19, Township 3 North, Range 10 East, Willamette Meridian, Skamania County, Washington, or more precisely described as:

Beginning at a point which is located North 00°01'05" East, a distance of 716.94 from the Southwest Corner of said Section 19. Said point being on the north right of way line of the Cook Underwood Road;

thence North 00°01'05" East along the west line of said section 19, a distance of 583.06 feet;

thence North 22°02'32" East, a distance of 40.00 feet to point 15' east of the west line of said section 19;

thence North 00°01'05" East parallel to the west line of said section 19, a distance of 847.25 feet;

thence North 46°41'57" East, a distance of 380.10 feet;

thence North 40°10'36" East, a distance of 238.88 feet to a point 15' south of the North line of the Seely Subdivision recorded in Book A, Page 32 of plats of Skamania County;

thence South 86°58'44" East parallel to said North line of said Seely Subdivision, a distance of 210.73 feet, more or less, to the east line lot 1 of the Seely Subdivision.

Also, said easement provides for ingress, egress and utilities over any acquired title over land west of the West line of the Northwest quarter of the Southwest Quarter of said Section 19, do to adverse possession or usage.

[illegible]